

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF PUERTO RICO**

**IN RE:**

**GLORIA E. RAMOS NIEVES**

**DEBTOR**

**GLORIA E. RAMOS NIEVES**

**Plaintiff**

**Vs.**

**BANCO POPULAR DE PUERTO RICO**

**Defendant**

**CASE NO. 03-03426 SEK**

**CHAPTER 13**

**ADV.PROC.NO. 03-00139 SEK**

**WILLFUL VIOLATION OF  
AUTOMATIC STAY**

**AGREEMENT TO SETTLE COMPLAINT  
AGAINST BANCO POPULAR**

This agreement is made on this 31th day of May of 2005, by Banco Popular de Puerto Rico, and plaintiff Gloria E. Ramos Nieves.

**RECITAL**

Whereas, on September 16, 2003, plaintiff filed the complaint in the above captioned adversary proceeding against Banco Popular de Puerto Rico for alleged willful violations of the automatic stay.

Whereas on February 7, 2005, the Court issued an Opinion and Order in the referenced case in favor of plaintiff Gloria Ramos Nieves.

Whereas, the parties here appearing agree that all actions conducted by Banco Popular De Puerto Rico were not willful and were done due to Banco Popular's unawareness of Plaintiff's bankruptcy or defendants unintentional errors.

**NOW THEREFORE**, in consideration of the mutual covenants and undertaking set forth herein and intending to be legally bound hereby, Banco Popular and plaintiff agree as follow:

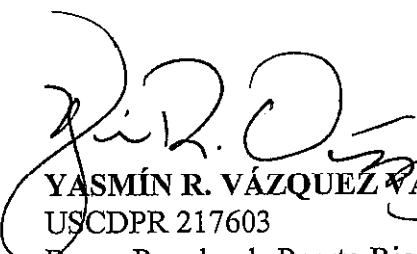
1. This agreement shall not be construed as an admission of wrongdoing or liability in connection with any of the parties here involved.
2. That in consideration, to indemnify Plaintiffs inconveniences and litigation costs, Banco Popular has agreed to satisfy plaintiff in the amount of \$7,000.00 as total and final payment of the claims.
3. The plaintiff agrees to settle with prejudice the complaint and all allegations against Banco Popular contained in the complaint and hereby release Banco Popular of and from all causes of action, damages, liabilities, expenses and cost whatsoever arising by reason of the events that prompted the present complaint, whether here before or hereafter accruing and whether now known or not known to the parties hereto.
4. This agreement shall inure to the benefit of and be binding upon the heirs, legal representatives, successors and assigns of the parties, and it will be binding even upon confirmation, conversion or dismissal.
5. Defendant has agreed to bare the cost of Plaintiff's attorney's fees, and consequently will pay attorney fees in the amount of \$5,000.00, which are included in the settlement amount of \$7,000.00. The amount of attorney's fees has been negotiated among the appearing parties, and adjusted down to make this transaction possible, and to reduce further litigation.
6. The parties in this adversary proceeding respectfully submit that pursuant to Fed R Bankr P 2002(a), an objection period of twenty (20) days after the date of service of this Motion is sufficient, and that an Order Compromising Controversy and Approving Settlement Terms should be automatically entered unless a hearing is requested and a formal objection is filed in this proceeding

with the Clerk's Office of the United States Bankruptcy Court, and a copy is delivered to the undersigned counsel for the plaintiffs .

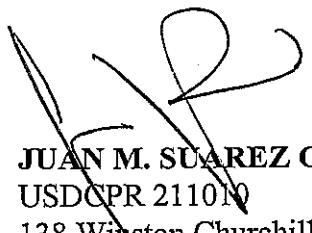
7. The parties in this adversary proceeding submit that service of this Motion upon the Creditor and the Master Service List is sufficient to comply with all notice requirements.
8. The parties in this adversary submit that all costs should be taxed against the party that bore them, if not otherwise agreed in this motion.
9. The appearing parties acknowledge that they have read and understand this agreement, and hereby agree to abide by its terms, and that the terms of this agreement will be binding once approved by the court, even upon confirmation, conversion or dismissal of the bankruptcy case.
10. This Honorable Court will retain jurisdiction to enforce the terms of this stipulation and to enter any other orders deemed appropriate.

**WHEREFORE**, the appearing parties hereby request the settlement with prejudice of the complaint with no imposition of cost or attorney fees, other than those agreed and specified.

In Carolina, Puerto Rico, this day 31th of May, 2005.



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